

1 **AKERMAN LLP**  
2 SARAH KROLL-ROSENBAUM (SBN 272358)  
3 sarah.kroll-rosenbaum@akerman.com  
4 DAMIEN P. DELANEY (SBN 246476)  
5 damien.delaney@akerman.com  
6 NANCY SOTOMAYOR (SBN 312022)  
7 nancy.sotomayor@akerman.com  
8 601 West Fifth Street, Suite 300  
9 Los Angeles, California 90071  
Telephone: (213) 688-9500  
Facsimile: (213) 627-6342

8 Attorneys for Defendant  
9 **TRACTOR SUPPLY COMPANY**

10 **UNITED STATES DISTRICT COURT**  
11 **EASTERN DISTRICT OF CALIFORNIA**

12 JOANN EICHINGER, an individual, on  
13 behalf of herself and others similarly  
14 situated

15 Plaintiffs,

16 v.

17 TRACTOR SUPPLY COMPANY; and  
18 DOES 1 thru 50, inclusive,

Defendants.

Case No.: 1:21-cv-01681-NONE-HBK

**DECLARATION OF MELISSA  
WILLIAMSON IN SUPPORT OF  
DEFENDANT TRACTOR SUPPLY  
COMPANY'S MOTION TO  
COMPEL ARBITRATION**

Complaint filed: October 21, 2021  
Trial Date: None

AKERMAN LLP  
601 WEST FIFTH STREET, SUITE 300  
LOS ANGELES, CALIFORNIA 90071  
TEL.: (213) 688-9500 – FAX: (213) 627-6342

# DECLARATION OF MELISSA WILLIAMSON

I, Melissa Williamson, hereby declare and state as follows:

1. I am Vice President, Total Rewards for Tractor Supply Company (“TSC”), defendant in the above-entitled action. As part of my duties in this role, I oversee the onboarding process for new TSC employees. I also regularly collaborate with the TSC employees responsible for operating and maintaining the electronic systems through which new employees apply for employment with TSC, receive and accept offers of employment, and/or complete required onboarding tasks, including acknowledging that they have reviewed and acknowledged required documents, including TSC’s Employee Handbook, and prior to December 2019, the TSC Mutual Arbitration Agreement. I am also familiar with the electronic records generated during this process which document an employee’s completion of the onboarding process. All statements in this declaration are based on my personal knowledge, or information provided to me by the TSC employees with whom I collaborate in the performance of my ordinary duties, and who obtained that information in the course of performing their ordinary duties.

2. In late 2018, TSC announced to employees that it would implement a company-wide mandatory arbitration agreement (the “Mutual Arbitration Agreement”). Tractor Supply required all employees in California to review and agree to the Mutual Arbitration Agreement, and employees who did not agree to the Mutual Arbitration Agreement could not continue employment. Employees were notified that they would be able to review and sign the Mutual Arbitration Agreement between February 25, 2019 and March 11, 2019. Tractor Supply provided store managers with communications guidance in order to speak with employees about the Mutual Arbitration Agreement, address any questions that may arise, and remind employees of the deadline to respond to the Mutual Arbitration Agreement. A true and correct copy of the Mutual Arbitration Agreement is attached hereto as **Exhibit 1**.

1       3.    TSC presented the Mutual Arbitration Agreement to employees through  
2 cloud-based interactive management software provided by a contracted third-party  
3 vendor, Cornerstone On-Demand, Inc., which was used for electronic employee training  
4 modules and presentation of documents necessary for employees to review and sign in  
5 connection with employment. TSC has access to the records generated by this system  
6 and relies on the accuracy of these records to ensure employees have received the  
7 information presented in the onboarding process and other training programs, which  
8 include a number of important company policies, procedures, and agreements; and have  
9 agreed to abide by the policies, procedures, and agreements.

10      4.    Each employee at the time of hire would receive a unique user  
11 identification and initial welcome password that could only be obtained in a TSC store,  
12 to log into TSC's Talent Management System for the first time and access the unique  
13 user account on the Talent Management System assigned to him or her. Upon first  
14 logging into the Talent Management System using the unique user identification and  
15 initial welcome password, the user was automatically prompted and required to change  
16 their password to proceed. The employee could thereafter only access the TSC Talent  
17 Management System by entering their unique username and self-selected password, and  
18 the electronic system would then associate all of their actions with their user account.  
19 No TSC employees had access to the self-selected password of any other TSC employee  
20 or new hire. Only three to five TSC administrative employees were able to access the  
21 new employee's user account on the Talent Management System to monitor the new  
22 employee's progress in completing the various tasks involved in the onboarding  
23 process, but none of these administrative employees were permitted to complete any  
24 onboarding tasks for new employees.

25      5.    The Mutual Arbitration Agreement was communicated to current  
26 employees, like Plaintiff Joann Eichinger, through in-store meetings, in which  
27 employees were informed of the new agreement and directed to review and sign it.

1 Because Eichinger was a store manager, she would have been responsible for  
2 conducting the initial meeting with employees in her store to announce the Mutual  
3 Arbitration Agreement, to direct the employees to the Talent Management System to  
4 review and sign it, and to follow up with employees who did not timely review and sign  
5 the agreement.

6. When an employee went to access the Mutual Arbitration Agreement, the  
7 employee would sign into the Talent Management System, and would be presented on  
8 the first screen with a list of tasks to be completed. As of February 25, 2019, the Mutual  
9 Arbitration Agreement was listed among those tasks. If the employee selected the  
10 Mutual Arbitration Agreement, the employee would then be able to review the entire  
11 agreement. The Mutual Arbitration Agreement appeared in the interactive electronic  
12 system in a text window with a scroll bar. The employee could review the entire  
13 agreement in the text window using the scroll bar. Upon reaching the end of the  
14 document, the user would electronically sign the Mutual Arbitration Agreement stating  
15 that “my electronic signature is as valid as my hand-written signature.” For the  
16 electronic signature, the user was presented with two boxes: (1) a box for the employee  
17 to type in their full name if they consented to be bound; and (2) a box for the employee  
18 to enter the last four digits of their social security number if they consented to be bound.  
19 Additionally, at the bottom of the page, there were two additional options: (1)  
20 “Save/Return Later,” allowing the employee the opportunity to continue without  
21 agreeing at that time to the Mutual Arbitration Agreement; or (2) “Submit Final  
22 Answers,” submitting the employee’s consent to be bound. Regardless of the option  
23 selected, the employee would return to the main screen in the Talent Management  
24 System after making the selection. Employees were able to print their own copy of the  
25 Mutual Arbitration Agreement from the system.

7. The Talent Management System stored and archived the responses  
provided by users, including responses to the Mutual Arbitration Agreement. Those